

REMARKS

The Office Action dated October 30, 2008 has been received and carefully noted. The above amendments to the claims, and the following remarks, are submitted as a full and complete response thereto.

Claims 1, 2, 5-10, 17-20, 27 and 28 are presently pending and are respectfully submitted for reconsideration.

Claims 1, 2, 4-10, 17-20, 27 and 28 were rejected under 35 U.S.C. §103(a) as being obvious in view of Young et al. (U.S. Patent Publication No. 2002/0072412), Brown et al. (U.S. Patent Publication No. 2003/0115203) and further in view of Egendorf (U.S. Patent No. 6,188,944). The Office Action took the position that Young discloses all of the elements of the claims with the exception of communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service, and communicating the at least one message between the parties and agreeing between the parties who will pay. The Office Action then relied on Brown and Egendorf to cure these deficiencies of Young. This rejection is respectfully traversed for at least the following reasons.

Claim 1, upon which claims 2 and 4-10 are dependent, recites a method that includes initiating a provision of a service for at least two parties. The method includes verifying that each of the at least two parties is capable of paying for use of the service. The method also includes generating payment information by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use

of the service and including the principle in the payment information. Communicating the at least one message between the at least two parties includes agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service. The method also provides charging for use of the service based on the payment information.

Claim 17, upon which claims 18-20 are dependent, recites an apparatus that includes an enabler configured to enable simultaneous provision of a service for at least two parties. The apparatus also includes a verifier configured to verify that the at least two parties using the service are capable of paying for use of the service. The apparatus also includes a generator configured to provide payment information for the use of the service by the at least two parties for use in charging for the use of the service by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information. Communicating the at least one message between the at least two parties includes agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service.

Claims 27 and 28 are respective computer program claims and means-plus-function types claims corresponding to one or more of the other independent claims.

As will be discussed below, the teachings of Young, Brown and Egendorf fail to disclose all of the elements of the claims, and therefore fail to provide the features discussed above. The rejection is respectfully traversed for at least the following reasons.

Young is directed to an online gaming system that allows multiple players to play online games with one another over the Internet. Players may connect to the online gaming system 100 from their user terminal 116 to a remote server 104. A user interface is used to provide a log-in access page and to display user account information to the player upon receiving access to the online gaming system 100. Once a player has established a connection with the gaming system 100, the user may meet other potential opponents who have also successfully logged onto the gaming system 100 (see paragraph [0018] of Young).

The players may be able to negotiate a monetary prize amount which is payable upon a player successfully winning a particular game. An example operation of the online gaming system 100 is illustrated in the flow chart of FIG. 5. A prize incentive module 124 receives the player identifications, the game to be played, the prize amount, and the determined winner split, which may be decided by the players themselves. The only monetary negotiation the players engage is the prize amount.

Young fails to disclose “communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information” and “wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service”, as recited, in part, in independent claim 1 and similarly in independent claims 17, 27 and 28. The Office Action admitted that Young failed to teach

these features of the claims. However, Applicants submit that Brown fails to cure the deficiencies of Young with respect to “communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information”, as recited in claim 1.

Brown discloses a call completion system 100 (see FIG. 1 of Brown). In operation, a caller 102 submits a call request to server 110 to connect with a called party 104. Caller 102 identifies called party 104 with a telephone number, e-mail address or another identifier which identifies called party 104. The called party 104 may have a predetermined preference setup to allow caller 102 to be placed as a caller with immediate service available or conversely as a blocked caller. A database may be used to store the call as a pending request. Ultimately, a classification is used to determine the information that is displayed to the party using the call service.

The Office Action relied on paragraph [0032] of Brown as allegedly disclosing “communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information”, as recited in claim 1. Applicants disagree and submit that Brown is disclosing a conference call setup procedure that does not include two parties that are capable of paying for the use of a service and communicating between the parties a message regarding the payment of the service fee. Referring to paragraph [0032] of Brown,

“When the system determines that the parties are available, it may...satisfy the call request by initiating...a conference call...For example, the party that will pay for the call may specify or request a desired telecommunication carrier. A call may be billed to the caller...or, the system may pay for the call and then bill a party.

As can be clearly observed from the above-noted portion of paragraph [0032] of Brown, there is no disclosure of two parties capable of paying for use of the service. Brown’s disclosure of a single paying party is contrary to the subject matter recited in the claims which includes at least two users of a service. Additionally, Brown discloses a service provider (i.e., “the system”) billing a caller or a called party, the decision to bill either one of these parties is not communicated between these parties. Only of the called and caller parties is billed individually and neither party communicates this to the other party. The service provider simply bills one party without communication of a message between the parties. Therefore, Brown does not disclose communicating at least one message between the parties regarding a principle for paying a fee for the use of the service.

In addition to the above noted deficiencies of Young and Brown, Egendorf further fails to disclose the admitted deficiencies of Young and Brown. For instance, Egendorf does not disclose “wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service”, as recited, in part, in independent claim 1 and similarly in independent claims 17, 27 and 28. The service provider, customer and vendor relationships disclosed in Egendorf each fail

to disclose the above-noted features of the claims. Applicants have described the deficiencies of each of the provider-vendor, provider-customer and vendor-customer relationships in detail below.

Referring to FIG. 2 of Egendorf, a predetermined agreement is established in operation 11 between the provider and customers and provider and vendors. This agreement is disclosed at the top of column 5 as a payment agreement that the provider will bill the customer and remit a portion to the vendor for goods purchased by the customer. The provider is not a party that is capable of paying for the use of the service. Only the customer pays for anything throughout the examples disclosed in Egendorf. Although, the provider does offer the vendor a portion of the payment, this fee sharing is not comparable to two parties both being capable of paying for a service and unambiguously defining which one will pay for the use of the service.

At operation 13 of FIG. 2, transactional information is shared between vendor and customer. This occurs when the customer makes a purchase from vendor, again, only one customer is capable of making the payment. The transactional information is related to address information, product information etc. Similar transaction information is then provided to the provider in operation 14. The next communication is described in operation 15 where the customer account is billed by the provider. Operation 15 includes only one customer capable of paying for services and no agreement or communication between at least two parties capable of paying, and one party actually being selected to

pay. Lastly, the provider remits payment to vendor based on a predetermined agreement, however, this payment is based, again, on one customer paying for a single transaction.

Referring to FIG. 3 of Egendorf, a similar scenario to FIG. 2 is illustrated, which begins the same with operation 21, however, in operation 22, the customer is connected to the internet by the provider (i.e., an internet service provider). Also similar to FIG. 2, the customer and vendor exchange transactional information so that the vendor can identify billing and security information below permitting a sale to occur. In operation 25, the services are delivered to the paying customer and the vendor receives a portion of the payment from the provider 27. The customer is the only paying entity and there is no sharing of the payment information or decision as to which of at least two parties will unambiguously pay for the service.

The Office Action relied on column 3, lines 20-41 of Egendorf as allegedly disclosing “wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service”, as recited, in part, in independent claim 1 and similarly in independent claims 17, 27 and 28. Applicants disagree and submit that this portion of Egendorf does not even mention the customer and certainly not a second customer as a paying entity.

Beginning at line 20, the provider makes arrangements with the vendors who wish to sell goods over the Internet. The provider handles the billing and the vendor will receive a portion of the payment from a customer based on a pre-negotiated agreement.

The vendor and provider are essentially sharing a payment fee for providing an internet service via the provider and a product via the vendor. Neither party is capable of paying for the use of the service, especially, the service provider who is providing the internet service. There is no mention of the service provider paying for anything. At best, the service provider handles the billing of payment from the customer and the vendor is the party selling the product. The vendor is the only party in this scenario that could possibly be paying for the service because the service provider is not buying anything from the vendor and is surely not paying for its own service. Therefore, there are not at least two parties capable of paying for a service or an agreement between those parties as to who will be responsible for paying for the service.

The Office Action further referred to column 4, line 59 through column 5, line 12 of Egendorf as allegedly disclosing the features of the claims. Referring to column 4, line 59, the flow chart operations of FIG. 2 were already discussed above. In summary, the provider is not a party that is capable of paying for the use of the service. Only the customer pays for anything throughout this example. Although, the provider does offer the vendor a portion of the payment, this fee sharing is not comparable to two parties both being capable of paying for a service and unambiguously defining which one will pay for the use of the service.

In conclusion, among the three parties, provider, vendor, and customer, each one of these parties is different regarding payment and billing information. The provider pays for nothing and at best is compensated by the vendor for providing a service (i.e., Internet

connectivity). The vendor may offer the provider a portion of the customers payment for borrowing or renting the service providers internet connection. The customer is the only party paying for anything and there is no disclosure of the customer communicating a message between other customers to decide who is paying for a service. The customer stands alone and makes his or her own buying decisions. Egendorf and Brown alike void the disclosure of Young by not including at least two customers or parties that are capable of paying for a service. This combination of references teaches away from the subject matter of the pending claims and the combination of the references in general.

Therefore, none of the references disclose or suggest disclose “communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information” and “wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service”, as recited, in part, in independent claim 1 and similarly in independent claims 17, 27 and 28.

Therefore, for at least the reasons stated above, Applicants submit that Young, Brown and Egendorf, taken individually or in combination, fail to teach all of the subject matter of independent claim 1, and similarly independent claims 17, 27 and 28. By virtue of dependency, Young also fails to teach the subject matter of dependent claims 2, 4-10 and 18-20. Withdrawal of the rejection of claims 1, 2, 5-10, 17-20, 27 and 28 is kindly requested.

For at least the reasons discussed above, Applicants respectfully submit that the cited references fail to disclose or suggest all of the elements of the claimed invention. These distinctions are more than sufficient to render the claimed invention unanticipated and unobvious. It is therefore respectfully requested that all of claims 1, 2, 5-10, 17-20, 27 and 28 be allowed, and this application passed to issue.

If for any reason the Examiner determines that the application is not now in condition for allowance, it is respectfully requested that the Examiner contact, by telephone, the applicants' undersigned representative at the indicated telephone number to arrange for an interview to expedite the disposition of this application.

In the event this paper is not being timely filed, the applicants respectfully petition for an appropriate extension of time. Any fees for such an extension together with any additional fees may be charged to Counsel's Deposit Account 50-2222.

Respectfully submitted,



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